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6	Attorneys for Plaintiffs and Counter-Defendants Agit Global, Inc. and Tzong In Yeh		
7			
8	IN THE UNITED STATES DISTRICT COURT		
9	FOR THE CENTRAL DISTRICT OF CALIFORNIA		
10			
11	AGIT GLOBAL, INC., a Taiwanese	Case No.: CV09-8133 CAS (JCx)	
12	AGIT GLOBAL, INC., a Taiwanese corporation; and TZONG IN YEH, also known as John Yeh, an individual,		
13	Plaintiffs,	JUDGMENT	
14	v. (
15	WHAM O INC a Dalayyara	Assigned to: Judge Christine A. Snyder	
16	WHAM-O, INC., a Delaware corporation; and DOES 1 through 10,	Assigned to: Judge Christina A. Snyder	
17	inclusive,	Assigned to: Magistrate Jacqueline Chooljian	
18	Defendants.		
19	AND RELATED CROSS-ACTION		
20			
21			
22	WHEREAS, the parties to this action are Plaintiffs and Counter-		
23	Defendants AGIT GLOBAL, INC. and TZONG IN YEH ("Plaintiffs") and		
24	Defendant and Counter-Claimant WHAM-O, INC. ("Defendant," and collectively		
25	with Plaintiffs, the "Parties");		
26	WHEREAS, Plaintiffs own and/or license the rights to several patents in		
27	the United States for the making of snow sleds, sliders and layered composite		
28	materials;		

WHEREAS, on November 5, 2009, Plaintiffs brought an action against Defendant in this Court alleging patent infringement, among other things;

WHEREAS, in July 2011, the Parties resolved their dispute and entered into a Settlement Agreement and License Agreement whereby Defendant agreed to make payments over time in the amount of \$1,000,000 on the Settlement Agreement and \$600,000 on the License Agreement to Plaintiffs;

WHEREAS, the Parties concurrently entered into a Stipulation for Entry of Judgment (the "Stipulation for Judgment") that provided that judgment would be entered in favor of Plaintiffs against Defendant in the sum of One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000), less any payments made by Defendant to Plaintiffs as set forth herein below, if Defendant defaulted its payment obligations under the Settlement Agreement or the License Agreement;

WHEREAS, in the Stipulation for Judgment, the Parties agreed that any payments made by Defendant to Plaintiffs pursuant to the Settlement Agreement and License Agreement would reduce the amount of the stipulated judgment, and that the affidavit of Plaintiffs, or their attorneys, setting forth any payments made by Defendant and the balance due and owing as of the date of default, would be sufficient to secure the entry of the judgment;

WHEREAS, as established by the Declaration of Robert A. Johnson filed concurrently herewith, in July 2012, Defendant defaulted in its payment obligations under both Settlement Agreement and License Agreement;

WHEREAS, as also shown in the Declaration of Robert A. Johnson, in July 2012, Plaintiffs provided proper notice of the defaults to Defendant and Defendant failed to cure the defaults;

WHEREAS, the Declaration of Robert A. Johnson establishes that, prior to July 2012, Defendant made payments to Plaintiffs totaling One Hundred Forty Five Thousand Four Hundred and Eighty Dollars (\$145,480.00) under the Settlement Agreement and the License Agreement;

1	WHEREAS, the Declaration of Robert A. Johnson establishes that	
2	Defendant, after consideration of the payments that Defendant to Plaintiffs, a total	
3	of One Million Four Hundred Fifty Four Thousand Five Hundred and Twenty	
4	Dollars (\$1,454,520.00) remains due and payable under the Settlement Agreement	
5	and the License Agreement; and	
6	WHEREAS, in the Order of Dismissal in this action, this Court expressly	
7	retained jurisdiction of this matter for the purpose of enforcement of the terms of	
8	the Settlement Agreement and License Agreement.	
9	Pursuant to the foregoing, and for good cause appearing therefore:	
10	IT IS HEREBY ORDERED that:	
11	1. Pursuant to the Parties' Stipulation for Entry of Judgment, the Court	
12	hereby enters judgment in favor of Plaintiffs against Defendant in the amount of	
13	One Million Four Hundred Fifty Four Thousand Five Hundred Twenty Dollars	
14	(\$1,454,520.00).	
15		
16	SO ORDERED this 13th day of August, 2012.	
17	Rhristine a. Snyde_	
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19	Christina A. Snyder	
20	United States District Judge	
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